

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND**

MARK F. MEDEIROS,)	
)	
)	
)	
Plaintiff,)	
)	
V.)	C.A. No: 1:10-cv-00306-S-DLM
)	
TRANSUNION LLC,)	
)	
)	
Defendant.)	
)	

**ANSWER OF DEFENDANT, TRANS UNION LLC
TO PLAINTIFF'S COMPLAINT**

Trans Union LLC ("Trans Union"), Answers Plaintiff's Complaint as follows:

1. Denies the allegations of paragraph 1 of the Complaint. Trans Union denies that Plaintiff is entitled to injunctive relief, that Plaintiff is entitled to any damages, that Trans Union violated the Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.* (the "FCRA").

2. Denies the allegations of paragraph 2 of the Complaint and denies reporting inaccurate information in violation of the FCRA and denies causing plaintiff any harm for which he is entitled to relief.

JURISDICTION and VENUE

3-5. Does not contest jurisdiction or venue, but denies causing plaintiff any damages or harm for which he is entitled to relief.

6. Denies knowledge or information as to Plaintiff's information, except admits Plaintiff is a person and consumer as defined by the FCRA.

7. Denies the allegations of paragraph 7 of the Complaint, except admits Trans Union is a Delaware Limited Liability Company which is authorized to do business in Rhode Island.

FACTUAL ALLEGATIONS

8. Denies the allegations of paragraph 8 of the Complaint and further denies Plaintiff's characterization of Trans Union's business practices, legal duties, and communications or documents which speak for themselves, except admits Trans Union is a "consumer reporting agency" as defined by the FCRA.

9. Denies the allegations of paragraph 9 of the Complaint and denies reporting inaccurate information in violation of the FCRA and denies causing plaintiff any harm for which he is entitled to relief, and admits solely that Trans Union duly disclosed to plaintiff a copy of his Trans Union "file" as defined by the FCRA.

10-19. No responsive pleading required for allegations directed toward non-parties.

20-21. Denies the allegations of paragraphs 20 and 21 of the Complaint and further denies Plaintiff's characterization of communications or documents which speak for themselves, except admits Trans Union received a dispute from plaintiff, which did not contain a request for a consumer statement, and that Trans Union duly reinvestigated his disputes and notified him of the results and his rights under the FCRA.

22-33. Denies the allegations of paragraphs 22 through 33 of the Complaint, inclusive, and further denies Plaintiff's characterization of communications or documents which speak for themselves and denies knowledge of how plaintiff apprehends the results of the reinvestigation, except admits that duly notified the furnishers of the disputed information of plaintiff's disputes and reinvestigated Plaintiff's disputes in accordance with the FCRA and all applicable laws. No

responsive pleading necessary to plaintiff's allegations against furnishers of information which allegedly did not note that plaintiff had disputed certain information.

COUNT I

34. Repeats and realleges each and every response to the foregoing paragraphs 1 through 33 as if set forth at length herein.

35. Denies knowledge or information as to Plaintiff's information, except admits Plaintiff is a person and consumer as defined by the FCRA.

36. Denies the allegations of paragraph 36 of the Complaint, except admits solely that Trans Union is a "consumer reporting agency" as defined by the FCRA.

37-38. Denies reporting information concerning plaintiff and denies reporting inaccurate information concerning plaintiff in violation of the FCRA.

39. Denies willfully violating the FCRA.

40-44. Denies failing to maintain reasonable procedures, reporting information concerning plaintiff and denies reporting inaccurate information concerning plaintiff in violation of the FCRA and denies failing to reinvestigate plaintiff's dispute. Further denies FCRA §1681s-2(b) applies to consumer reporting agencies and denies violating that section in any event.

45. Denies all allegations that it violated any section of the FCRA in the processing of plaintiff's dispute or communications, disclosure request, reported inaccurate information in violation of the FCRA or in any other fashion violated the FCRA.

WHEREFORE, Trans Union LLC demands judgment dismissing Plaintiff's Complaint with prejudice, and awarding it such additional relief as the Court deems just and proper.

COUNT II

46. Repeats and realleges each and every response to the foregoing paragraphs 1 through 45 as if set forth at length herein.

47-50. Denies the allegations of paragraphs 47 through 50 of the Complaint, inclusive, and denies plaintiff, a private citizen, can state a cause of action for injunctive relief under the FCRA and denies causing plaintiff any harm, irreparable or otherwise for which he is entitled to relief.

WHEREFORE, Trans Union LLC demands judgment dismissing Plaintiff's Complaint with prejudice, and awarding it such additional relief as the Court deems just and proper.

FIRST DEFENSE

The Complaint fails to state a claim for which relief may be granted. In addition, no private action for injunctive relief exists under the FCRA.

SECOND DEFENSE

Any harm suffered by Plaintiff was not caused by any act or omission of Trans Union. Trans Union did not report inaccurate information in a consumer report concerning plaintiff.

THIRD DEFENSE

The claims contained in the Complaint that seek to recover punitive damages, violate the Fourth, Fifth, Sixth, Eighth and Fourteenth Amendments to the Constitution of the United States of America.

FOURTH DEFENSE

Plaintiff is not entitled to injunctive relief under the FCRA or otherwise.

FIFTH DEFENSE

Plaintiff never made a request for a consumer statement and cannot state a claim for connected the absence of a statement.

SIXTH DEFENSE

Based upon the averments upon which Plaintiff's claim is made, Trans Union is immune from suit under the FCRA.

SEVENTH DEFENSE

Any harm suffered by Plaintiff was caused by Plaintiff's own conduct or the conduct of third parties over which Trans Union has no control or authority.

EIGHTH DEFENSE

With respect to Plaintiff, Trans Union's conduct and the alleged communications were entirely privileged and/or true.

NINTH DEFENSE

Plaintiff's claims are barred by the applicable statutes of limitations.

WHEREFORE, Trans Union LLC demands judgment dismissing Plaintiff's Complaint with prejudice, and awarding it such additional relief as the Court deems just and proper.

Respectfully submitted,
CUTCLIFFE GLAVIN & ARCHETTO

/s/ DANIEL J. ARCHETTO

DANIEL J. ARCHETTO BAR No. 3049
155 South Main Street, Suite 300
Providence, R.I. 02903
(401) 454-1900; Fax (401) 331-7001
darchetto.cga@verizon.net
Counsel for Defendant, Trans Union LLC

DATED: August 16, 2010